

This instrument prepared by  
and after recording return to:  
Clay D. Stephens, Esq.  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072  
573-624-8901

Dollar General Store No. 10727

STATE OF MISSISSIPPI

COUNTY OF DESOTO

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into this 4th day of November, 2008 by and between **Maddox Investments, LLC., a limited liability company** (the "Lessor") and **Dolgencorp, LLC., a Kentucky limited liability company** (the "Lessee").

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Lessor has leased to Lessee under a Lease dated as of August 17, 2006 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in DeSoto County, Hernando, Mississippi, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Lease contains provisions concerning the construction of the Demised

*am*

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Premises.

3. It is agreed between Lessor and Lessee that the Leased Premises shall be used by Lessee as a retail store for the sale of general merchandise, including, but not limited to and among other merchandise categories, the unrestricted sale of grocery and food items.

4. The term of the Lease shall be for a period of ten (10) years beginning on the Commencement Date as that term is defined in the Lease.

5. Lessee shall be entitled to extend the term of the Lease for two (2) successive periods of five (5) years each, upon the terms and conditions therein set forth.

6. If property contiguous to the Demised Premises is owned or developed by Lessor for commercial purposes, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any such property owned or developed by it for the purpose of conducting business as or for use as either: (a) a discount store; a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; a Family Dollar Store, Fred's, Dollar Tree, Variety Wholesale, \$.99 Only, Deals, or Dollar Bills; or, any store which sells substantially the same type merchandise as sold by a Dollar General ® Store; (b) a food store or a food department, or for the sale for off-premises consumption of groceries, meats, produce, dairy products, bakery products or any of them; provided, however, that nothing contained in this Lease shall prevent any Lessee on the contiguous property from selling such products as an incidental part of its other and principal business so long as the total number of square feet devoted by such Lessee to the display for sale of such products does not exceed five percent (5%) of the total number of square feet of building area leased by such Lessee (including one-half (1/2) of the aisle space adjacent to any display area).

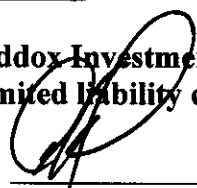
7. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.


**{SIGNATURES ON NEXT PAGE}**

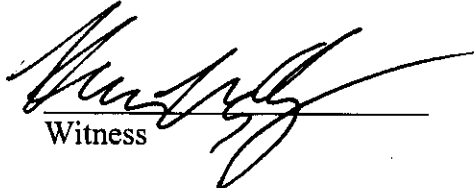
IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

**LESSOR:**

**Maddox Investments, LLC**  
**a limited liability company**


By:   
 James K. Maddox  
 Its: Manager

  
 Witness


  
 Witness

**LESSEE:**

**Dolgencorp, LLC.**  
**a Kentucky limited liability company**

By:   
 Gayle A. Aertker  
 Its: Senior Vice President, Real Estate &  
 Store Development

  
 Witness

  
 Witness

## LESSOR AS A LIMITED LIABILITY COMPANY

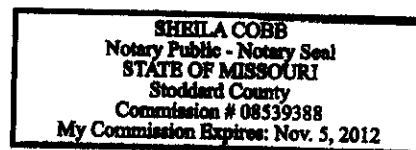
STATE OF Missouri )  
 ) SS  
COUNTY OF Dunklin )

On this the 10th day of November, 2008, before me, the undersigned officer, personally appeared James K. Maddox, who acknowledged himself to be the Manager of Maddox Investments, LLC., a limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sheila Cobb

My Commission Expires: 11-05-2012



## LESSEE

STATE OF TENNESSEE     )  
   ) SS  
 COUNTY OF DAVIDSON    )

On this the 5<sup>th</sup> day of November, 2008, before me, the undersigned officer, personally appeared Gayle Aertker, Senior Vice President Real Estate & Store Development of Dolgencorp, LLC., and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by herself as Senior Vice President Real Estate & Store Development.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn A. Horton

My Commission Expires: 11/22/10



My Commission Expires NOV. 22, 2010

# EXHIBIT A

## LEGAL DESCRIPTION

### DESCRIPTION

#### TRACT 1

Part of the Southeast Quarter of Section 12, Township 3 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows, to-wit:

Beginning at a 3/8-inch steel bar 2947.00 feet south and 1511.00 west of the northeast corner of said Section 12, said steel bar being on the east right-of-way line of U.S. Highway 51 (100-foot wide) and the southwest corner of Chateau Pointe Development, LLC property; thence run North 84°18'53" East a distance of 389.24 feet along the south line of said Chateau Pointe Development, LLC property to a wooden fence corner on the west line of Parkway Village Subdivision, Section "A" and the southeast corner of said Saucier property; thence run South 05°46'40" East a distance of 125.00 feet along said Parkway Village Subdivision west line to a point; thence run South 84°18'53" West a distance of 389.29 feet to a point on said U.S. Highway 51 east right-of-way line; thence run North 05°45'19" West a distance of 125.00 feet along said east right-of-way line to the Point of Beginning and containing 1.15 acres more or less.

### DESCRIPTION

#### TRACT 2

Part of the Southeast Quarter of Section 12, Township 3 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 3/8-inch steel bar 2947.00 feet south and 1511.00 west of the northeast corner of said Section 12, said steel bar being on the east right-of-way line of U.S. Highway 51 (100-foot wide) and the southwest corner of Chateau Pointe Development, LLC property; thence run South 05°45'19" East a distance of 125.00 feet along said east right-of-way line to the Point of Beginning; thence run North 84°18'53" East a distance of 389.29 feet to a point on the west line of Parkway Village Subdivision, Section "A"; thence run South 05°46'40" East a distance of 125.00 feet along said subdivision west line to a 1/2-inch steel bar at the northeast corner of the Charles Rape property; thence run South 84°18'53" West a distance of 389.34 feet along the north line of said Rape property to a 1/2-inch steel bar on said U.S. Highway 51 east right-of-way line; thence run North 05°45'19" West a distance of 125.00 feet along said east right-of-way line to the Point of Beginning and containing 1.15 acres more or less.

June 7, 2006

### NOTES

on property is the same property conveyed to James R. Rev. Trust as recorded in Deed Book 404 Page 264 in e of the Chancery Clerk, DeSoto County, Mississippi.